

*AGREEMENT BETWEEN*  
*LAFAYETTE TWP. BOARD OF EDUCATION*  
*AND*  
*LAFAYETTE EDUCATION ASSOCIATION*

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*JULY 1, 2005 THROUGH JUNE 30, 2007*

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*AND*

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*JULY 1, 2007 THROUGH JUNE 30, 2008*

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## PREAMBLE

This **AGREEMENT**, entered into this 20th day of December, 2004, by and between the Board of Education of Lafayette Township, New Jersey (hereinafter the "Board") and the Lafayette Education Association (hereinafter the "Association").

**WHEREAS**, the Board is required by the laws of the State of New Jersey, Chapter 303, 1968 as amended by Chapter 123, 1974, to negotiate with the Association as the representative of employees hereinafter designated, with respect to terms and conditions of employment, and

**WHEREAS**, the parties have reached certain understandings which they desire to confirm in this Agreement, be it

**RESOLVED**, that the following mutual covenants represent the complete and final understandings on all negotiable issues between the Board and the Association.

ARTICLE I  
RECOGNITION

A. Unit

The Board recognizes the Association for the school years 2005-2007 as the exclusive and sole representative for collective negotiation concerning the terms and conditions of work for all teachers under contract and with at least minimal certification as in accordance with State Law, but excluding the following whether under contract or not, and whether holding certification or not:

- 1) Administrative and supervisory personnel
- 2) Teaching Vice Principal
- 3) Substitute teachers
- 4) Professional workers who are retained for part-time services not requiring daily attendance
- 5) Para-professional personnel and teacher aides
- 6) Secretaries
- 7) Custodial and cafeteria workers
- 8) Other non-professional personnel

B. Definition of Teacher

Unless otherwise indicated, the term "teacher" when used hereinafter shall refer to all professional employees represented by the Association in the negotiating unit as defined in Paragraph A, above.

## ARTICLE II

### NEGOTIATION OF SUCCESSOR AGREEMENT

#### A. Deadline Date

The parties agree to enter into collective negotiations of a successor agreement for the school year 2007-2008, in a good faith effort to reach agreement regarding terms and conditions of teacher employment under procedures and rules required by Chapter 303, New Jersey Laws, 1968 as amended in succeeding years, and rules and regulations of the New Jersey Public Employment Relations Commission.

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#### B. Procedures

The following rules and regulations have been formulated cooperatively by the parties so that each party understands its obligations with regard to frequency and duration of meetings and general responsibilities for fair and effective negotiations.

1. The Association shall notify the Board of its desire to initiate negotiations pursuant to P.E.R.C. regulations.
2. At the first meeting, the Association and the Board will exchange proposals and establish procedures for negotiations.
3. As a general rule, meetings shall be held in the evening at the Lafayette Township School and be of approximately two hours duration. The exact hours shall be determined by mutual agreement and scheduled meetings shall be shortened only by mutual agreement.

4. Each party may caucus during a meeting if the need arises and there shall be no limit on the number of times a party may caucus.
5. The parties agree to follow the procedures outlined in their agreement to their conclusion, to resolve any questions or proposals before using any other channels.
6. Neither party shall have control over the selection of the negotiating representatives of the other.
7. The Board agrees not to negotiate concerning said teachers in the negotiating unit as defined in Article I with any organization other than the Association provided that the Association continues to represent a majority of the teachers under contract. In the event that the Association no longer represents a majority of the teachers under contract, Article I, Paragraph A of this Agreement is void.

C. **Modifications and Amendments**

This Agreement shall not be modified in whole or in part except by an instrument in writing, duly executed by both parties.

D. **Negotiations in Private**

Negotiations between the Board and Association shall be conducted in private.

E. **Duration of Benefits Provided**

All terms and conditions of this Agreement shall remain in effect until such time as a successor agreement is agreed to.

ARTICLE III  
GRIEVANCE PROCEDURE

A. Definitions

1. A grievance is a claim by a teacher of the Association based upon the interpretations, application or violation of this Agreement, policies, administrative decision or regulations affecting the terms and conditions of employment of a teacher or a group of teachers.
2. An aggrieved person is the person or persons making the claim.
3. A party in interest is the person or persons making the claim and any person who might be required to take action, or against whom action might be taken in order to resolve the claim.

B. Procedure Steps

1. STEP ONE: A teacher or the Association with a claim of a grievance must first discuss the matter with the CSA within twenty (20) work days of the known occurrence.
2. STEP TWO: If the problem is not resolved, then within ten (10) work days, the aggrieved shall reduce the problem to writing and submit the grievance to the CSA. The aggrieved must state the specific grievance and relief sought. The CSA shall have five (5) work days to render a decision in writing to the aggrieved.
3. STEP THREE: If the problem is not resolved, the aggrieved shall have fifteen (15) work days to submit the written grievance to the Board. The

Board shall hold a hearing with the aggrieved within twenty (20) work days and render a decision to the aggrieved within ten (10) work days of the hearing.

4. STEP FOUR: If the problem is not resolved, the aggrieved shall have ten (10) work days to notify the Board of his/her invoking arbitration to resolve the grievance.

C. Arbitration

If the parties are unable to agree upon an arbitrator, a request for a list of arbitrators may be made to the New Jersey State Board of Mediation by either party. The parties shall be bound by rules and procedures of the New Jersey State Board of Mediation in selection of an arbitrator. Should the New Jersey State Board of Mediation impose a fee for its administrative services or cease to provide arbitration services, the parties agree to utilize the services of the Public Employment Relations Commission in its place.

The arbitrator so selected shall confer with the representatives of the Board and Association and shall issue his/her decision not later than twenty (20) days from the closing of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issue are submitted to him/her. The arbitrator's decision shall be in writing and set forth his/her findings of fact and conclusions on only the issue submitted. The decision of the arbitrator shall be advisory.



The cost of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

**D. Rights of Teacher to Representation**

Any aggrieved teacher may be represented at all stages of the grievance procedure by himself or herself, or at his/her option, by a representative of the Association or one selected by it. Nothing herein is intended to keep a teacher, at his/her own discretion, from discussing the grievance with the Administration at Step 1 without representation. The Association representative shall have the right to be present and to state the Association's views at all stages of the grievance procedure.

No reprisal of any kind shall be taken by the Board or any member of the Administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of said participation.

**E. Miscellaneous**

Decisions rendered at Step 2 which are unsatisfactory to the aggrieved and all decisions rendered at Steps 2 and 3 of the grievance procedure shall be in writing, setting forth the decisions and reasons therefor, and shall be transmitted promptly to all parties in interest, and to the Association.

All meetings and hearings under this procedure shall not be conducted in public but shall include only such parties in interest or those designated and selected as representatives.

Any teacher involved in a grievance procedure is obligated to follow administrative directives for Board policy while grievance procedures are in process.

#### ARTICLE IV

#### RIGHTS OF TEACHERS

A. Rights and Protection in Representation

Pursuant to Chapter 123 of the Public Laws of 1974 the Board agrees that every teacher employed by the Board shall have the right to freely organize, join, and support the Association and its affiliates for the purpose of engaging in collective negotiations of terms and conditions of employment.

B. Just Cause Provision

No employee shall be disciplined, reprimanded or be subject to a disciplinary reduction in rank or compensation without just cause. Any such action asserted by the Board or any agent or representative thereof, shall be subject to the grievance procedure herein set forth. Withholding of an increment for poor performance shall be excluded from this provision.

C. Criticism of Teachers

Any criticism by a supervisor, administrator, or Board members of a teacher or of a teacher's instructional methodology shall be made in confidence and not in the presence of students, staff, parents, or other public gatherings except discussions and/or actions where issues are raised by the employees involved.

ARTICLE V

CONTRACTS

A. Notification of Status

1. On or before May 15 of each year or such later date as the law may permit, the board shall give to non-tenured teachers continuously employed since the preceding September, either:
  - a. a written contract for employment for the next year providing for at least the same terms and conditions of employment, but with such changes in salaries and benefits as may be required by law or agreement between the Board and the Association, provided negotiations are complete.
  - b. a written notice that such employment shall not be offered.

B. Notification of Intention to Return of Non-Tenured Teachers

If the teacher desires to accept such employment, he/she shall notify the Board of such acceptance, in writing, on or before June 1, in which event such employment

shall continue as provided for herein. In default of such notice, the Board shall not be required to continue the employment of the teacher.

## ARTICLE VI

### TEACHING HOURS AND WORKLOAD

#### A. Check-in Procedure

The teachers shall indicate their presence for duty by personally initialing in the appropriate column of the "sign-in, sign-out" roster upon entering and leaving the school premises.

#### B. Length of Workday

The teacher workday shall not exceed seven (7) hours which includes ten (10) minutes of non-instructional time to accommodate busing schedules and shall include a duty free lunch period of 30 minutes. In case of emergencies, teachers shall remain until all children have been provided with transportation.

#### C. Field Trips

Field trips extending beyond the length of the regular school day shall be scheduled by mutual agreement between the teacher(s) involved and the Administrator, with the consent of the Board.

D. Workload

1. Teachers' workload shall consist of: Departmentalized, no more than six (6) periods of planned preparation to which they are assigned, one (1) duty period (homeroom, a.m. and p.m., lunch or bus duty) as assigned, one (1) supervisory non-planning period as assigned, one (1) duty-free planning period and one (1) thirty (30) minute duty-free lunch.
2. Self-contained classroom teachers will teach all content areas with a thirty (30) minute duty-free lunch period.
3. Duty-free planning time will be 210 minutes per week per teacher (prorated), with a minimum of twenty (20) minutes per day.

E. School Calendar

The Board will take under consideration suggestions made by the Association as to those holidays which shall be included in the school calendar.

F. Holidays

Preceding major holidays, school will close at 12:30 p.m. This will apply to the following holidays:

1. Thanksgiving
2. Christmas

G. Grants

Teachers who are asked to write grants during the school year will receive release time to do so during the normal school day.

H. Parent-Teacher Conferences

Conferences will not be scheduled on Fridays. There shall be a 12:30 p.m. dismissal on all conference days.

ARTICLE VII

**EMPLOYMENT PROCEDURES**

A. Placement on Salary Schedule

Each teacher shall be placed on his/her proper step of the appropriate salary schedule as of the beginning of each school year. Less-than-full-time employees shall receive a prorated amount based upon their days of service.

B. Notification of Presently Employed Personnel

All teachers shall be given notice of their salary schedules and when applicable, class and/or subject assignments for the forthcoming year not later than June 1 when practical.

C. Work Year

There shall be a 183-day school year for each year in this Agreement. The 2005-2006 and the 2006-2007 school years shall commence after Labor Day.

The Board will make every effort possible to provide programs to meet the State Mandated Professional Development Program on one of these days.

**D. Evening Meetings**

Staff members agree to make themselves available for six (6) night meetings (to be scheduled).

**E. Equal Opportunity in Filling Vacancies**

Within 48 hours of the time that a vacancy is made public by public notice or published advertisement, the Board shall notify the Association of any teaching vacancy occurring in the school's staff and place such notice on a bulletin board accessible to teachers, thus affording any qualified member of the staff equal opportunity to apply for and be considered for the position.

**F. Faculty Meetings**

Faculty meetings shall be limited to two (2) per month up to a maximum of twenty (20) per year. These meetings should be held on Mondays and should not end any later than 4 p.m.

**ARTICLE VIII**

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**TEACHER EVALUATION**

**A. Intent**

State Law and State Board of Education rules and regulations treat the subject of teacher evaluation in substantial detail and nothing herein is intended to impair or reduce teachers' rights or Board prerogatives permitted by law.

B. Open Monitoring

Monitoring of teacher performance shall be conducted openly with full knowledge of the teacher. This is not to preclude, however, observations of a general nature made openly, but unannounced.

C. Copies of the Evaluation

A teacher shall be given a copy of any written visit or evaluation report prepared by his/her Administrator at least one day before any conference to discuss it. The teacher may have the opportunity to discuss the evaluation with the Administrator prior to it being placed in his/her file. No teacher shall be required to sign a blank or an incomplete evaluation form.

D. Evaluation Reports

Evaluation reports shall be addressed to and presented to each teacher by the Administrator.

E. Access to Personnel File

A teacher shall have the right, upon request, to review the contents of his/her personnel file and to receive copies at Board expense of any documents contained



therein. A teacher shall be entitled to have a representative(s) of the Association accompany him or her during the review.

**F. Derogatory Material**

No material derogatory to a teacher's conduct, service, character, or personality shall be placed in his/her personnel file unless the employee has had an opportunity to review the material. The teacher shall acknowledge that he or she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreements with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Administrator or his/her designee and attached to the file copy.

**G. No Separate File**

Although the Board agrees to protect the confidentiality of personal references, and other similar documents, it shall not establish any separate file which is not available for the teacher's inspection.

**H. Termination of Employment**

Final evaluation of a teacher upon termination of his/her employment shall be concluded prior to severance and no documents and/or other material shall be placed in the personnel file of such employee after severance without a copy being sent to him or her.

## ARTICLE IX

### ABSENCE AND LEAVE

#### A. Cumulative Days

All teachers shall be entitled to twelve (12) sick days with full pay each year.

These days are to be cumulative as defined in Section B, below.

Upon retirement, after at least 10 years service in the district, retirees will receive salary for cumulative sick days at a rate of \$50/day for a maximum of \$5000 or, if the Board is notified prior to November 1<sup>st</sup>, \$75/day for a maximum of \$7500.

Upon leaving the district, after at least 10 years service in the district, teachers will receive salary for cumulative sick days at a rate of \$20/day for a maximum of \$3000.

#### B. Temporary Leave of Absence

1. Personal Illness – All teachers employed shall be entitled to twelve (12) sick days with full pay in each year. These days are to be cumulative. If less than twelve days are taken in any school year, then the number of days that are not used (but not more than twelve) shall be cumulative, beginning from the date of the teacher's current continuous employment by the Board of Education to be available for additional leaves in subsequent school years.

Absences on sick leave always shall be charged first to the twelve days allowance for the current school year until such days are fully utilized and thereafter shall be charged to the cumulative credit to the extent that it is available.

Personal Business: Four (4) days of absence shall be granted for personal, legal, business, household, religious or family matters that cannot be resolved outside of school hours. Application must be made to the Superintendent at least five (5) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than he/she is taking it under this section. Emergency personal leave will require a written explanation upon returning to work.

No more than two (2) personal days will be approved at any one request. Up to two (2) days may be taken consecutively. Additional consecutive days must be approved by the Superintendent. Personal leave may not be taken preceding or succeeding a holiday or vacation.

All unused personal days shall be accumulated and converted to personal days and/or sick days at a ratio of 2:1. For every two (2) unused personal days in a given year the employee shall be credited with one (1) personal day. These days will be placed in a "compassionate leave bank" containing a maximum of two (2) days. The use of compassionate days is

restricted to illness in the family or family emergencies. Unused personal days may accrue at the same rate of 2:1 into sick leave with no maximum.

2. Illness in the Family – If personal presence is required because of the critical illness of (a) a parent, brother, sister, husband, wife, or children or (b) any other relative living in the teacher's immediate family household, absence will be allowed:
  - a. with pay for a period of five (5) days per year, not cumulative;
  - b. thereafter without pay.
3.
  - a. Absence due to a death in the teacher's immediate family or household, defined as: spouse, parent, grandchild, child, brother, sister, father-in-law and mother-in-law, shall be allowed, with pay, for the required period not exceeding five school days in such cases.
  - b. Absence due to the death of a grandparent, nephew, niece, aunt, uncle, cousin, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or other relative not living with the immediate family of a teacher will be allowed, with pay for the day of the funeral.
4. Marriage – Absences on account of marriage or to attend weddings of relatives and friends may be allowed, upon request, but shall be without pay.

5. Court Order – Absence by reason of subpoena by any court shall be allowed, with pay, provided the subpoena is filed with the School Administrator. If a teacher is a party to a suit, absences from school in that connection shall be without pay, unless the Board of Education at its discretion shall determine otherwise.
6. Professional Leave – Professional absences with pay not exceeding five consecutive days may be granted to a staff member at the discretion of the Administrator.

An applicant for professional leave whose application is disapproved by the Administrator may request a review of the matter by the Board. Such a request should be made in writing at least one week before the next regularly scheduled Board meeting following the decision. This provision is not intended to make rejection of such an application for professional leave a subject for Grievance under Article III.

7. This Article shall be the sole instrument in regard to Temporary Leaves of Absence.

C. Extended Leave

1. Military

Unpaid military leaves of absence shall be granted to any teacher who is drafted or enlists in time of war in any branch of the Armed Forces of the

United States for the period of said service and three (3) months thereafter or three (3) months after recovery from any wound or sickness at time of discharge. Leave shall be granted to a teacher who is the spouse of any person who is so drafted or enlists in time of war to join him/her for the period of special training in preparation for duty overseas in combat zones.

2. Maternity Leave

This provision refers only to disability leave, without pay, resulting from pregnancy of the teacher.

Maternity Leave shall be awarded in the same manner as any other disability for which unpaid sick leave is available. The pregnant teacher may, at her own election, use current sick leave and accumulated sick leave for a period of the time she is unable to work due to pregnancy. The normal period of pregnancy disability shall be construed to be up to four weeks before delivery and four weeks following the date of delivery, unless that date is medically contraindicated. The teacher may also request leave under the Federal Family Leave Act and State Family Leave Act which shall comply with current federal and state regulations. It is the obligation of the teacher to produce medical certification when she is incapable of working. A teacher who has been using accumulated and/or current sick leave for the period of time she is unable to work may return to work upon five days written notice to the Administrator.

3. Child Care Leave

Tenured teachers may request child care leave without pay and may be granted such leave under the following conditions: The Board may grant unpaid leave of absence for the purposes of child care of an infant. No requests will be arbitrarily, discriminatorily or capriciously disapproved. Such leaves may be for the remaining days in the semester or for the balance of the school year. Child care leaves beginning after November 1<sup>st</sup> may be extended by the Board for one school year, upon request of the teacher and approval of the Board. A teacher desiring an unpaid child care leave shall apply no less than 60 calendar days before the anticipated delivery date of the infant or, in the case of adoption, custody of the infant. The Board may grant exceptions to the 60 day notification in the event of unforeseen emergency situations. To be eligible for a salary increment and credit toward longevity payments, if any, and other benefits, a teacher must work at least 90 days in the school year(s) that leave commences or terminates.

No benefits accrue to teachers who are on unpaid leave of absence.

Accumulated paid sick leave may not be used by a teacher after the commencement of an unpaid leave, or before its termination.

#### 4. Renewal Leave

A teacher who has completed at least ten (10) full school years of service in the Lafayette School District may be granted renewal leave without pay for a full school year. Such leave shall be granted only under the following conditions:

- a. that the request for leave be made in writing to the CSA and the reasons for the leave be stated.
- b. that there be a sufficient number of qualified applicants to replace the teacher on leave.
- c. that the leave be approved by the CSA and the Board.
- d. that no more than one (1) teacher be granted leave in any school year.

A teacher on renewal leave shall not receive increments or seniority credits for the time spent on leave. All benefits to which a teacher was entitled at the time commenced shall be restored upon return.

5. Return from Leave

All benefits to which a teacher was entitled at the time leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored upon return, and the teacher shall be reassigned to the same position held at the time said leave commenced, if available or, if not, to a substantially equivalent position.

Extensions or Renewal of Leave

All extensions or renewals of leave shall be applied for by April 15 of the year in which leave is requested in writing and may be granted at the Board's discretion.

The Board is responsible for collection of Association dues, fees or assessments from a teacher for or during the period of unpaid leave of absence only to the extent required by law.



A teacher desiring to maintain health plan and dental plan coverage during an unpaid leave of absence shall notify the Board of that intention prior to the commencement of that leave, and shall forward to the Board the premium 10 days before the due date. Such plan will be to the extent permitted by the group coverage plan or contract.

## **ARTICLE X**

### **SALARIES**

#### **A. Salary Schedule**

Salaries for the school years 2005-2006 and 2006-2007 are set forth in Schedule A, attached hereto. The salary of each teacher covered by the Agreement shall be paid according to the guide which is a part of this Agreement. Longevity, except for those already receiving it, will be for service in Lafayette only: fifteen (15) years - \$750.00; twenty (20) years - \$1,250; twenty-five (25) years - \$2,000.00.

#### **B. Method of Payment**

1. Each teacher employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments which shall fall on the 15<sup>th</sup> and the 30<sup>th</sup> of each month. If either of these dates falls on a weekend, then the pay shall be issued on the Friday before. If either of these dates falls during a holiday period, the pay shall be issued for that date on the last working day prior to the holiday.
2. Exceptions to the 10 month, 20 installments are permissible for those who wish to be paid on a 12-month basis. Accrued salary resulting from a 12-

month pay option shall be deposited for each participating teacher, with accruing interest, as provided by N.J. State Law.

3. Each teacher shall receive his/her final pay on his/her last working day in June after having met his/her closing school responsibilities.
4. Teachers completing curriculum work during summer months shall be compensated at a rate of \$100 per day up to a maximum of \$1,500 per curriculum. A day of curriculum work will be comparable to a regular school day in length.
5. Teachers who teach summer school will be compensated at a rate of \$32.85 per hour in the 2005/2006 school year and \$34.33 per hour in the 2006/2007 school year. There will be no compensation for preparation time.
6. Teachers who are assigned to teach class prior to and/or after established school hours shall be compensated at a rate of \$32.85 per hour in the 2005/2006 school year and \$34.33 per hour in the 2006/2007 school year. It is understood that for every six hours of teaching time a teacher shall receive compensation for one hour of preparation time at a rate of \$32.85 per hour in the 2005/2006 school year, \$34.33 per hour in the 2006/2007 school year.
7. Teachers who are asked to engage in school related work during the summer months will be compensated at a rate of \$32.85 per hour in the 2005/2006 school year and \$34.33 per hour in the 2006/2007 school year.

## ARTICLE XI

### ASSOCIATION RIGHTS AND PRIVILEGES

A. Access to Information

The Board agrees to furnish to the Association a directory of names, addresses, and listed telephone numbers of all personnel in the unit as defined in Article I, Paragraph A. The Board also agrees to provide all reasonable information which may be necessary for the Association to process any claimed grievance. Requests for such information must be made in writing and specify the documents or records required. The Association may be required to pay reasonable costs connected with the reproduction of such records, and shall be notified of such costs before charges are incurred.

B. The Association and its representatives shall have the right to use school facilities at reasonable times upon notice to and approval by the School Administrator. Such use shall, for example, include faculty lounge, intra-school mail and bulletin-boards.

C. Whenever any representative of the Association or any teacher is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he/she will suffer no loss of pay.

## ARTICLE XII

### SUBSTITUTES

#### A. Notice of Impending Absence

Teachers shall notify the Administrator or designated person of an impending teacher absence at the earliest possible date so that the Administrator can obtain the best-qualified substitute teacher available to cover the absence.

## ARTICLE XIII

### HEALTH AND DENTAL CARE BENEFITS

- A. At this time, Horizon Blue Cross/Blue Shield health benefits shall be provided by the Board for the employees as described in Article I, and their dependents, for the school years 2005-2006 and 2006-2007 (Refer to Article XIII Section E, F and G). There shall be no contribution for single coverage, however, all staff members shall pay \$300 per year, payable over 10 months in equal installments, prorated if starting after September 1<sup>st</sup>, for health benefits for any dependent, family or husband and wife coverage, which contributions shall be pre-tax.
- B. All employees shall continue to receive dental insurance coverage in the 2005-2006 and 2006-2007 school years for themselves and their families, with the Board paying the total amount for the current level of coverage.

- C. The Board shall have the right to implement mandatory second opinion-surgery, pre-admission certification and continued stay review provisions. The co-insurance threshold shall remain at \$5,000.00 per year.
- D. The Board shall have the right to implement a voluntary waiver plan whereby an employee who has available alternate coverage for the employee and his/her family may waive all the coverage provided by the Board and receive a payment of \$4,000 each year. If implemented, the Board will indemnify its employees and the Association for adverse tax consequences, if any, suffered as a result of the waiver plan or payments made thereunder. The Board will also guarantee continued coverage in the event the employee who waived coverage loses the alternate coverage, until such time as the employee and family can be re-enrolled.
- E. Should the District change health carriers, every effort will be made to provide equivalent coverage; in no case, however, shall the program provide a level of coverage and benefits less than provided by the State Health Benefits Program.
- F. Prior to implementing any change in carrier, the District shall inform the Association of the proposed change and upon request of the Association, make available to the Association relevant financial data related to the proposed change.
- G. If requested by the Association, the Board shall provide an opportunity for the Association representatives to discuss the proposed change with the insurance representatives.

## ARTICLE XIV

### MILEAGE REIMBURSEMENT

#### A. Mileage

Teachers who engage in administratively approved travel using their own personal motor vehicle shall be paid either the current IRS rate or thirty-five cents (\$.35) per mile reimbursement, whichever is lower.

## ARTICLE XV

### PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

#### A. Professional Development Committee

1. The Board shall establish and maintain a Professional Development Committee pursuant to *N.J.A.C. 6:11-13.1, et seq.* The composition shall be consistent with the provisions set forth in *N.J.A.C. 6:11-13.3(d)*.
2. The Committee's responsibilities and powers are set forth in *N.J.A.C. 6:11-13.3(d)(1)*.

#### B. Professional Development

1. Teachers requesting to attend workshops, conferences or in-service courses that are outside of the normal teacher workday shall submit the "Request for Workshop Approval Form" for pre-approval. The CSA, at his/her discretion, may:
  - a. Approve the request for reimbursement of registration/course fees and credits toward lateral movement on the salary guide.

- b. Approve the request for credits toward lateral movement on the salary guide only.
- c. Approve the request for reimbursement of registration/course fees only.
- d. Disapprove the request.

Upon certification of attendance and number of hours of participation by the instructor, the teacher shall resubmit the pre-approved form to the CSA for appropriate action. Credits applicable toward lateral movement on the salary guide shall be granted as follows: 0.1 (point one-tenth) for each 1.5 (one point five) hours of participation.

- 2. Any teacher who attends a professional development program conducted by the Educational Technology Training Center of Sussex County (ETTC) shall receive 0.1 (point one-tenth) of an in-service credit for each 1.5 (one point five) hours of participation.
- 3. Credit shall not be given for repeating a course unless it is specifically designated as a refresher course approved by the CSA.
- 4. It is the responsibility of the teacher to keep an accurate record towards lateral movement on the salary guide and appropriate documentation to support the request.
- 5. Participation in the Professional Development Program will be voluntary.
- 6. Credit on the salary guide will be offered for participation in the following areas: ETTC courses, graduate courses, pre-approved in-service courses, pre-approved workshops and pre-approved conferences.

B. Expenses for Required or Approved Conferences

The Board within budgetary limitations, will pay the reasonable expenses, including fees, meals, lodging, and/or transportation by teachers who attend local and out-of-town educational workshops, seminars, and/or conferences at the request and/or with the advance support of the Professional Development Committee and the approval of the Superintendent.

C. Tuition Reimbursement

In order to provide teachers with an opportunity to enhance their professional education, beginning July 1, 1990, the Board shall implement the following Tuition Reimbursement Program. In order to be eligible, teachers must comply with each of the listed criteria:

1. Enrollment in a Graduate Course at an accredited college or university.  
Enrollment in undergraduate courses shall only be reimbursed in unusual circumstances upon the approval of the Superintendent in his/her sole discretion.
2. Courses must be within the Teacher's area of current teaching assignment unless the Superintendent approves other courses.
3. All courses must be approved in advance by the superintendent who shall, in his/her discretion, determine whether the courses will improve the educational program within the District.
4. Teachers must have completed three full years of service in the District before becoming eligible. No courses taken prior to employment will be reimbursed.



5. Tuition reimbursement will be made after a transcript is provided to the Board showing that the teacher has paid for the course and has successfully completed the course with a grade of "B" or better.
6. Maximum reimbursement will be at eighty (80%) percent of either the amount actually paid by the teacher or eighty (80%) percent of the New Jersey State College rate per credit for courses taken in any year, whichever is less.
7. The maximum funds to be expended by the Board shall be \$5,500.00 per school year.

## ARTICLE XVI

### AGENCY FEE

The Board will deduct monthly, a figure comparable to 85% of the United Teaching Profession dues from each non-member of the Association and will forward said money to the Association.

The Association shall abide by the provisions of the statute regarding the return procedure and will provide to the Board a copy of said procedure upon adoption by the Association. The Association shall hold the Board harmless from any claim or litigation that may arise hereinafter.

## ARTICLE XVII

### BOARD RIGHTS

- A. The Board hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to and after signing of this Agreement, including but not without limiting the generality of the foregoing rights:
1. The executive management and administrative control of the schools and its properties and facilities, and the on-the-job activities of its employees;
  2. To hire all employees and to determine their qualifications and to promote and transfer employees;
  3. To establish a code of rules and regulations of the Board for its own operation; and
  4. To make all decisions relating to the performance of the Board's operation and maintenance activities, including but not limited to the methods, means, processes, materials and procedures.
- B. The exercise of the foregoing powers, rights, authority, duties or other responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the express terms of this Agreement and applicable state, decisional and federal laws.
- C. Nothing contained herein shall be construed to deny or restrict the Board in its exclusive right to administer itself and control the work of its personnel.

## ARTICLE XVIII

### MISCELLANEOUS

#### Separability

If any provision in this Agreement, or any application of this Agreement to any teacher or group of teachers is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions and applications shall continue in full force and effect for the term of this Agreement.

#### Gender Neutral

It is the intent of the parties that this agreement be gender neutral and any reference or designation to either gender is intended to include both the masculine and feminine gender.

ARTICLE XIX

DURATION OF AGREEMENT

- A. The Articles of this Agreement, unless otherwise specified, shall be effective commencing on July 1, 2005 and terminate on June 30, 2007.
- B. In witness whereof, the parties hereto have caused this Agreement to be signed by their respective Presidents and attested to by their respective secretaries.

Signatures

For the Association:

For the Board:

*J. A. Nelson*      12/22/04  
Signature                      Date

*Craig Schul*      12/20/04  
Signature                      Date

*Nancy A. Motyka*      12/22/04  
Signature                      Date

*Wendy Hill*      12/20/04  
Signature                      Date

## LAFAYETTE TEACHER SALARY GUIDES

SCHEDULE A

## Advancement / Placement Chart

PAGE 1

*(Read directly across the line to track advancement/placement)*

<u>2004-05</u> <u>Step</u>		<u>2005-06</u> <u>Step</u>		<u>2006-07</u> <u>Step</u>		<u>2007-08</u> <u>Step</u>
						A
		A	→	A	→	B
A	→	B	→	B	→	C
B	→	C	→	C	→	D
C	→	D	→	D	→	E
D	→	E	→	E	→	F
E	→	F	→	F	→	G
F	→	G	→	G	→	H
G	→	H	→	H	→	I
H	→	I	→	I	→	J
I	→	J	→	J	→	K
J	→	K	→	K	→	L
K	→	L	→	L	→	M
L	→	M	→	M	→	N
M	→	N	→	N	→	O
N	→	O	→	O	→	P
O	→	P	→	P	→	Q
P	→	Q	→	Q	→	R
Q	→	R	→	R	→	S
R	→	S	→	S	→	T
S	→	T	→	T	→	T
T	→	OG	→	OG	→	OG

The three teachers on Step T in 2004-05 move off-guide in 2005-06.

No one else will move off-guide in the future.

**LAFAYETTE TEACHERS SALARY GUIDE**  
**2005-06**

SCHEDULE A  
PAGE 2

Step	BA	BA+15	BA+30	BA+45	BA+60
A	36,218	37,718	39,218	40,718	42,218
B	37,305	38,805	40,305	41,805	43,305
C	39,640	41,140	42,640	44,140	45,640
D	41,956	43,456	44,956	46,456	47,956
E	43,716	45,216	46,716	48,216	49,716
F	45,476	46,976	48,476	49,976	51,476
G	47,236	48,736	50,236	51,736	53,236
H	48,996	50,496	51,996	53,496	54,996
I	50,756	52,256	53,756	55,256	56,756
J	52,516	54,016	55,516	57,016	58,516
K	54,276	55,776	57,276	58,776	60,276
L	56,036	57,536	59,036	60,536	62,036
M	57,796	59,296	60,796	62,296	63,796
N	59,556	61,056	62,556	64,056	65,556
O	61,316	62,816	64,316	65,816	67,316
P	63,076	64,576	66,076	67,576	69,076
Q	64,836	66,336	67,836	69,336	70,836
R	67,346	68,846	70,346	71,846	73,346
S	69,106	70,606	72,106	73,606	75,106
T	70,866	72,366	73,866	75,366	76,866

The three teachers who were on Step T in 2004-05 will be moved off-guide and will receive an increase of \$2,205 over their prior year salary rate. No one else will move off-guide.

# LAFAYETTE TEACHERS SALARY GUIDE 2006-07

SCHEDULE A  
PAGE 3

Step	BA	BA+15	BA+30	BA+45	BA+60
A	38,500	40,000	41,500	43,000	44,500
B	39,660	41,160	42,660	44,160	45,660
C	41,995	43,495	44,995	46,495	47,995
D	44,311	45,811	47,311	48,811	50,311
E	46,071	47,571	49,071	50,571	52,071
F	47,831	49,331	50,831	52,331	53,831
G	49,591	51,091	52,591	54,091	55,591
H	51,351	52,851	54,351	55,851	57,351
I	53,111	54,611	56,111	57,611	59,111
J	54,871	56,371	57,871	59,371	60,871
K	56,631	58,131	59,631	61,131	62,631
L	58,391	59,891	61,391	62,891	64,391
M	60,151	61,651	63,151	64,651	66,151
N	61,911	63,411	64,911	66,411	67,911
O	63,671	65,171	66,671	68,171	69,671
P	65,431	66,931	68,431	69,931	71,431
Q	67,191	68,691	70,191	71,691	73,191
R	69,701	71,201	72,701	74,201	75,701
S	71,461	72,961	74,461	75,961	77,461
T	73,221	74,721	76,221	77,721	79,221

The three teachers who were off-guide in 2005-06 will receive an increase of \$2,355 in 2006-07. No one else will move off-guide.

LAFAYETTE TEACHERS SALARY GUIDE  
2007-08

Step	BA	BA+15	BA+30	BA+45	BA+60
A	38,500	40,000	41,500	43,000	44,500
B	40,100	41,600	43,100	44,600	46,100
C	42,120	43,620	45,120	46,620	48,120
D	44,455	45,955	47,455	48,955	50,455
E	46,771	48,271	49,771	51,271	52,771
F	48,531	50,031	51,531	53,031	54,531
G	50,291	51,791	53,291	54,791	56,291
H	52,051	53,551	55,051	56,551	58,051
I	53,811	55,311	56,811	58,311	59,811
J	55,571	57,071	58,571	60,071	61,571
K	57,331	58,831	60,331	61,831	63,331
L	59,091	60,591	62,091	63,591	65,091
M	60,851	62,351	63,851	65,351	66,851
N	62,611	64,111	65,611	67,111	68,611
O	64,371	65,871	67,371	68,871	70,371
P	66,131	67,631	69,131	70,631	72,131
Q	67,891	69,391	70,891	72,391	73,891
R	69,651	71,151	72,651	74,151	75,651
S	72,161	73,661	75,161	76,661	78,161
T	73,921	75,421	76,921	78,421	79,921

The three teachers who were off-guide in 2006-07 will receive an increase of \$2,460 in 2007-08. No one else will move off-guide.



SCHEDULE A

PAGE 5

EXTRA CURRICULAR	GUIDE						
	TITLE		2005/2006		2006/2007		2007/2008
	YEARBOOK		\$1,290		\$1,348		\$1,409
	CHESS		\$597		\$624		\$652
	PLAY		\$764		\$798		\$834
	OVERNIGHT		\$156		\$163		\$170
	MUSICAL DIRECTOR		\$597		\$624		\$652
	STAGE DIRECTOR		\$514		\$537		\$561
	STUDENT COUNCIL		\$788		\$823		\$860
	8TH GRADE ADVISOR		\$700		\$732		\$764
	8TH GRADE AVISOR/TRIP		\$700		\$836		\$874
	FUND RAISER		\$788		\$823		\$860
	STOKES ADVISOR		\$325		\$340		\$355
	STOKES ADVISOR		\$325		\$340		\$355
	HOURLY RATE		\$32.85		\$34.33		\$35.87
	SOCCER*	1.	\$1,494	1.	\$1,561	1.	\$1,631
		2.	\$1,613	2.	\$1,686	2.	\$1,762
		3.	\$1,732	3.	\$1,810	3.	\$1,891
	BASKETBALL**	1.	\$3,399	1.	\$3,552	1.	\$3,712
		2.	\$3,877	2.	\$4,051	2.	\$4,233
		3.	\$4,229	3.	\$4,419	3.	\$4,618
	CHEERLEADING***	1.	\$1,870	1.	\$1,954	1.	\$2,042
		2.	\$2,109	2.	\$2,204	2.	\$2,303
		3.	\$2,348	3.	\$2,454	3.	\$2,564
	* Currently two positions						
	** Currently two positions						
	*** Currently one position						



*ADDENDUM TO CONTRACT*

*DURATION OF AGREEMENT*

- A. *By mutual agreement, the Articles of this Agreement have been extended for one additional year commencing on July 1, 2007 and terminate on June 30, 2008.*
- B. *In witness whereof, the parties hereto have caused this Agreement to be signed by their respective Presidents and attested by their respective secretaries.*

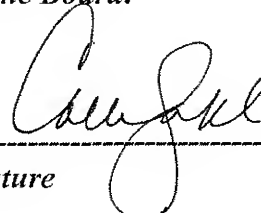
*Signatures*


*For the Association:*

  
\_\_\_\_\_  
Signature Date 4/21/05

Nancy Motyka 4/21/05  
\_\_\_\_\_  
Signature Date

*For the Board:*

  
\_\_\_\_\_  
Signature Date

  
\_\_\_\_\_  
Signature Date 5/11/05

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